

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

STEPHEN KNOWLES, TRUSTEE OF THE	)	
BRICKLAYERS OF INDIANA RETIREMENT	)	
FUND, BRICKLAYERS AND TROWEL TRADES	)	
INTERNATIONAL PENSION FUND, BRICKLAYERS	)	
AND ALLIED CRAFTWORKERS INTERNATIONAL	)	
HEALTH FUND (AS SUCCESSOR TO BRICKLAYERS	)	
OF INDIANA HEALTH AND WELFARE FUND),	)	
INDIANA BRICKLAYERS LOCAL 4 JOINT	)	
APPRENTICESHIP TRAINING COMMITTEE,	)	
BRICKLAYERS AND ALLIED CRAFTWORKERS	)	
LOCAL 4 INDIANA/KENTUCKY,	)	
	)	
Plaintiffs,	)	No. 1:20-cv-552-
	)	
v.	)	
	)	
RHCI LLC d/b/a ROBERT HAINES CO., INC.,	)	
	)	

**COMPLAINT**

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ and ARNOLD AND KADJAN, LLP, complain against Defendant, RHCI LLC d/b/a ROBERT HAINES CO., INC., as follows:

**JURISDICTION AND VENUE**

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended.

(b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered and 29 U.S.C. Section 185(c).

**PARTIES**

2. (a) The Plaintiffs in this count are STEPHEN KNOWLES, TRUSTEE OF THE BRICKLAYERS OF INDIANA RETIREMENT FUND, BRICKLAYERS AND TROWEL TRADES INTERNATIONAL PENSION FUND, BRICKLAYERS AND ALLIED

CRAFTWORKERS INTERNATIONAL HEALTH FUND (AS SUCCESSOR TO BRICKLAYERS OF INDIANA HEALTH AND WELFARE FUND), INDIANA BRICKLAYERS LOCAL 4 JOINT APPRENTICESHIP TRAINING COMMITTEE AND BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 4 INDIANA/KENTUCKY (“the Funds”), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to collective bargaining agreements previously entered into between the Bricklayers Union Local 4, IN/KY and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

3. (a) RHCI LLC d/b/a ROBERT HAINES CO., INC. (hereafter "ROBERT HAINES"), employs persons performing bargaining unit work in the jurisdiction of Union and is bound to make contributions for hours worked by its bargaining unit employees.

(b) ROBERT HAINES has its principal place of business in Indianapolis, Indiana.

(c) ROBERT HAINES is an employer engaged in an industry affecting commerce.

4. Since January 1, 2012, ROBERT HAINES has entered into a collective bargaining agreement with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees. (Exhibit “A”)

5. By virtue of certain provisions contained in the collective bargaining agreements, ROBERT HAINES is bound by the Trust Agreement establishing the Funds.

6. Under the terms of the collective bargaining agreements and Trust Agreements to which it is bound, ROBERT HAINES is required to make contributions to the Funds on behalf of their employees and, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

7. An audit was completed for the Local Fund for the time period of April 1, 2015 through March 31, 2019, and it showed a total of \$47,670.16 is due and owing, plus attorney's fees and costs.

8. An audit was completed for the International Fund for the time period April 1, 2015 through March 31, 2019 and it showed a total of \$101,165.88 is due and owing, plus attorney's fees and costs.

**WHEREFORE**, Plaintiffs pray for relief as follows:

A. Judgment be entered against ROBERT HAINES and in favor of Plaintiffs, in the amount shown due under the Local Fund audit for \$47,670.16 for the time period April 1, 2015 through March 31, 2019, and International Fund audit for \$101,165.88 for the time period April 1, 2015 through March 31, 2019.

B. Plaintiffs be awarded their attorneys' fees, costs, interest, and liquidated damages pursuant to 29 U.S.C. 1132(g)(2) and Section 502(g)(2).

C. ROBERT HAINES be enjoined from violating the terms of the collective bargaining agreements and Trust Agreements by failing to make timely payments to the Funds and be ordered to resume making those payments.

D. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,

STEPHEN KNOWLES, et. al.

By: s/ Donald D. Schwartz  
One of their Attorneys

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